



DELIVERY VIA ELECTRONIC MAIL

September 1, 2009

Mr. Jerry A Prestinario
Vice President, Technical Services Division
Huawei Technologies Co., Ltd.
1301 W. George Bush Hwy, Suite 260
Richardson, Texas 75080-1135

Re: MIO Market Equipment

Dear Jerry:

In accordance with our conversations, this letter will confirm the proposed debt repayment schedule by MIO Group Ltd and E. Oliver Capital Group LLC (collectively referred to as "MIO"), as restructured, in connection with the liabilities due to Futurewei Technologies Inc. d/b/a Huawei Technologies (collectively referred herein as "Huawei"). The total balance of the obligations due by MIO to Huawei is \$4,358,289 as of August 31, 2009.

As a contingency to this restructuring/repayment plan (the "Plan") offered to Huawei, MIO requires that Huawei immediately reinstate the provisioning of technical support based on the Technical and Service Support Proposal mutually agreed under the Agreement (as defined below) (the "Initial SOW") along with provisioning of a revised Technical and Service Proposal, Scope of Work and Schedule which shall be drafted and mutually agreed by MIO and Huawei based on the current requirements of MIO (the "Revised SOW"). The Initial SOW and the Revised SOW are collectively referred herein as the "Huawei Technical Support". The Huawei Technical Support shall begin immediately upon signature by the parties below and shall continue so long as the parties are in compliance of the terms and conditions of the Plan.

Additional Terms and Conditions:

Mr. Jerry A Prestinario
Huawei Technologies Co., Ltd.
September 1, 2009
Page 2 of 4

The parties mutually agree to the following specific terms and conditions:

1. A payment of \$250,000 will be made on September 15th, 2009 to Huawei by Mio Group Ltd and in connection with the receipt of this payment, Huawei agrees to provide all the technical support required to resolve the current software and hardware upgrades and bring the network to current software revisions to implement voice and data networks for the Dutch Caribbean providing MIO the ability to offer 1x-EVDO roaming services to its roaming partners as mutually agreed by the parties and as described above as the Huawei Technical Support. Huawei will facilitate and coordinate on a priority basis the requirements of MIO's roaming partners.
2. A payment of \$1 million to be held in escrow will be made on November 15th, 2009 to the legal counsel of your choice pursuant to an escrow agreement. The funds held in escrow will only be released upon MIO's network acceptance of the completion of pending equipment and network software upgrades and/or revisions for MIO's operations in the Caribbean as mutually agreed.
3. All payments as referenced in the payment schedule below will be made on or before the last day of the relevant quarter until obligations are extinguished in full.
4. Pursuant to Section 15.1 of the Supply Agreement between E. Oliver Capital Group LLC ("EOCG") and Futurewei Technologies Inc. dated August 22, 2007 (the "Agreement"), please accept this letter as EOCG's written notice and formal request for the assignment of the Agreement by EOCG to MIO Group Ltd. The signature by Huawei below shall indicate Huawei's prior written consent of such assignment by EOCG and confirmation that the assignment has been made in compliance with the terms of the Agreement.

The Plan as outlined below reflects a full payoff of the current obligation balance due to Huawei by MIO. Acceptance of this Plan by Huawei includes Huawei's agreement that no further interest charges, late or penalty charges or other fees shall be charged by Huawei or due by MIO provided MIO is in compliance with the terms of the Plan.

Mr. Jerry A Prestinario
 Huawei Technologies Co., Ltd.
 September 1, 2009
 Page 3 of 4

Date	Payment	Balance
Aug-09	-	4,358,289
Sep-09	250,000	4,108,289
Oct-09	-	4,108,289
Nov-09	1,000,000	3,108,289
Dec-09	-	3,108,289
Jan-10	-	3,108,289
Feb-10	-	3,108,289
Mar-10	726,382	2,381,907
Apr-10	-	2,381,907
May-10	-	2,381,907
Jun-10	363,191	2,018,716
Jul-10	-	2,018,716
Aug-10	-	2,018,716
Sep-10	363,191	1,655,525
Oct-10	-	1,655,525
Nov-10	-	1,655,525
Dec-10	726,382	929,143
Jan-11	-	929,143
Feb-11	-	929,143
Mar-11	726,382	202,761
Apr-11	-	202,761
May-11	-	202,761
Jun-11	202,761	-

If the above is satisfactory to Huawei, please sign your acceptance below and return a copy of this document for my execution.

We will coordinate a meeting with you and your team in Dallas within the next ten days and will bring the appropriate MIO personnel to ensure we can complete the required documentation and move forward quickly on all matters.

Sincerely,



Gilbert Armenta
 Chief Executive Officer

cc: Carl Liu

Mr. Jerry A Prestinario
Huawei Technologies Co., Ltd.
September 1, 2009
Page 4 of 4

This Agreement is executed as of this ___ day of September, 2009.

E. OLIVER CAPITAL GROUP LLC

By: _____
Gilbert Armenta, CEO

MIO GROUP LTD.

By: _____
Gilbert Armenta, CEO

HUAWEI TECHNOLOGIES CO., LTD.

By: _____
Jerry A Prestinario, Vice President